

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address ANTHONY A. FRIEDMAN(State Bar No. 201955) aaf@lnbyb.com LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Telecopier: (310) 229-1244 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Nancy Zamora, Chapter 7 Trustee	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION	
In re: PAUL P. GHASSEMLOU, Debtor(s).	CASE NO.: 1:14-bk-15484 MB CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 12/02/2015	Time: 11:00 am
Location: Courtroom 303 located at 21041 Burbank Blvd., Woodland Hills, California 91367	

Type of Sale: ☒ Public ☐ Private

Last date to file objections: 11/18/2015

Description of property to be sold:
See Attached Exhibit A.

Terms and conditions of sale:
See Attached Exhibit A.

Proposed sale price: \$ 296,100.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any):

No overbidding, however, parties are referred to Exhibit A, attached hereto.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

December 2, 2015 at 11:00 a.m.

Courtroom 303 located at 21041 Burbank Blvd., Woodland Hills, California 91367

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Not applicable as no overbidding.

Date: 11/11/2015

EXHIBIT A

Nancy H. Zamora, Chapter 7 Trustee (the "Trustee") filed her motion (the "Motion") for the entry of an order: (1) authorizing the settlement reached by the Trustee, on the one hand, and Sherry Rostami ("Sherry"), on the other hand, regarding the Estate's right, title, and interest in (a) the real property located at 8132 East Bailey Way, Anaheim, California (the "Anaheim Property"), (b) an Anti-Slapp Judgment in favor of the Debtor and against Sherry in the amount of \$16,364.70 (the "Anti-Slapp Judgment"), (c) a civil action (the "Civil Action") initially filed by the Debtor against Sherry in the Los Angeles Superior Court, bearing case number KC065926, and subsequently transferred to the Debtor's pending dissolution proceeding with Sherry in the Orange County Superior Court, bearing case number 12D004223, (d) Proof of Claim 14-1 filed by Sherry, which asserted a priority claim in the amount of \$22,222.88 representing past due spousal and/or child support due to Sherry ("Claim 14-1"), and (e) Proof of Claim 15-1 filed by Sherry, which asserted a general unsecured claim in the amount of \$0.00 in connection with Sherry's rights to any equalization claims that she may have against the Debtor, which arises from or may arise from the Dissolution Action ("Claim 15-1"); (2) approving the terms and conditions of the Settlement Agreement (the "Agreement"); and (3) authorizing the Trustee to sell the Anaheim Property to Sherry on an "as is," "where is" basis without representation or warranty, free and clear of any and all liens, claims, and interests, pursuant to Sections 363(b) and (f), except for the current deed of trust, a family law lien in favor of Dorrie Rodgers, a property tax lien, a lien of the home owners' association against the Anaheim Property and a support judgment in favor of Orange County Department of Child Support Services; and (4) determining that Sherry is entitled to the protections of Section 363(m). In addition, among other things, the Agreement requires Sherry to cooperate with the Trustee in connection with the Trustee's administration of the Estate's interest in the Debtor's real property located in Calabasas, California (in the event that the Trustee administers the Calabasas property).

In order to avoid the costs and risks associated with marketing and sale of real property and litigation over the estate's interest in the Civil Action, among other things, the Trustee and Rostami have entered into the Agreement for the resolution of the Anaheim Property, the Anti-Slapp Judgment, the Civil Action, Claim 14-1, and Claim 15-1 by resolving these matters with Sherry for \$296,100.00 (the "Settlement Amount"), subject to Bankruptcy Court approval.

The pertinent terms of the Agreement, among others, upon Bankruptcy Court approval of the Agreement, are as follows:

1. On the Effective Date, the Settlement Amount will transfer to the Trustee.
2. The Trustee will transfer the Anaheim Property to Sherry free and clear of any and all liens, claims, and interests, pursuant to Sections 363(b) and (f), except for the current deed of trust, a family law lien in favor of Dorrie Rodgers, a property tax lien, a lien of the home owners' association against the Anaheim Property and a support judgment in favor of Orange County Department of Child Support Services.

3. The Trustee will deem the Anti-Slapp Judgment satisfied in full and the Trustee shall execute such documentation as is necessary to be filed for such acknowledgment.
4. Claim 14-1 shall be deemed waived and Sherry shall file a notice of withdrawal of Claim 14-1.
5. Claim 15-1 shall not be entitled to any distribution from the Bankruptcy Case, except that this provision does not affect Sherry's rights, if any, to assert a right to a portion of any proceeds from the Trustee's administration of the Calabasas Property under 11 U.S.C. § 726(c) and applicable state law.
6. From the Settlement Amount deposited into escrow and on the close of the sale of the Anaheim Property to Sherry, escrow shall distribute to the Trustee's real estate agent (who was previously employed by the Trustee and who marketed the Anaheim Property for sale) the sum of \$9,450.00.
7. The Trustee has also entered into a settlement with Shideh Rostami and Robert Sanati regarding the Civil Action (the "Sanati Agreement"). The Agreement requires Court approval of both the Agreement and the Sanati Agreement for both agreements to be valid and binding.

THIS SALE MOTION IS NOT SUBJECT TO OVERBIDDING.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **November 11, 2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Kyra E Andrassy kandrassy@swelawfirm.com, csheets@swelawfirm.com;gcruz@swelawfirm.com;hdavis@swelawfirm.com
- William D Constantino wdconstantino@gmail.com
- Lei Lei Wang Ekvall lekvall@swelawfirm.com, csheets@swelawfirm.com;gcruz@swelawfirm.com;hdavis@swelawfirm.com
- Anthony A Friedman aaf@lnbyb.com
- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov
- Nancy J Zamora (TR) zamora3@aol.com, nzamora@ecf.epiqsystems.com

2. SERVED BY UNITED STATES MAIL: On **November 11, 2015**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **November 11, 2015**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Attorney Service

Hon. Martin R. Barash
United States Bankruptcy Court
Central District of California
21041 Burbank Boulevard, Suite 342 / Courtroom 303
Woodland Hills, CA 91367

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

November 11, 2015

Lisa Masse

/s/ Lisa Masse

Date

Type Name

Signature